

	REQUEST FOR QUOTATION		ARIZONA DEPARTMENT OF ECONOMIC SECURITY Office of Facilities Management, 810Z-8 1789 W. Jefferson 4 th Floor South Phoenix, AZ 85007 Phone: (602) 542-3219		
	Quotations will be received until 5:00 P.M., MST, <u>6/21/04</u> RFQ No.: <u>E04-009</u> Reqn. No.: <u>N/A</u>				
VENDOR NOTICE					
THIS IS NOT A PURCHASE ORDER					
The terms and conditions on the SPO-211-RFQFOD - Continuation should be reviewed and understood before preparing a quotation. The quotation shall be the best net price. FOB destination, to include all delivery charges. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Buyer's Name and RFQ Number on the outside of the return envelope.					
DELIVERY LOCATION: 301 Pine St., Kingman, Arizona			BUYER: Jay Jett		
VENDOR QUOTATION					
Item	Description of Material, Service or Construction	Quantity	Unit	Unit Price	Extended Price
1.	Provide all labor and materials to remove & replace eight(8) roof top 208 3 phase gas package A/C units at the above Department of Economic Security(DES) building. All work is to be performed per the attached specifications and bid according to contractor's own quantity take off and measurements.	3	4ton	\$ _____	\$ _____
		2	3ton	\$ _____	\$ _____
		2	10ton	\$ _____	\$ _____
		1	5ton	\$ _____	\$ _____
		Tax			
Total				\$ _____	
All technical questions, submittals & substitutions will be subject to review by Jay Jett at 602-542-0587. NOTE: A Site Visitation will be held at the project site on June 16, 2004, @ 9:30 p.m. in the main conference room, 301 Pine Street, Kingman, Arizona. Bidders may fax their quote to 602-542-5619 , attention: Jay Jett by the date and time required.					
"AN EQUAL EMPLOYMENT OPPORTUNITY AGENCY"					
THIS SECTION MUST BE COMPLETED BY VENDOR					
Delivery shall be made _____ calendar days after receipt of order. Payment Terms: _____					
Company Name	Address	City	State	Zip Code	Phone Number
Federal Employer Identification No. _____ - _____ - _____					
Signature _____		Date _____		Typed Name and Title _____	

SPO-211-RFQFOD (8-96) - CONTINUATION

**INSTRUCTION TO BIDDERS
AND
TERMS AND CONDITIONS**

1. **SUBMISSION:** Quotations shall be signed where applicable and received as designated on the SPO Form 211 no later than as indicated.
2. **OPENING:** This is an informal quotation, which will not be read at a public opening; however, the information may be publicly reviewed after an award.
3. **STANDARD PROVISIONS:** The State of Arizona's Instructions to Offerors (SPO Form 201) and Standard Terms and Conditions (SPO Form 202), where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the Arizona State Purchasing Office.
4. **TAXES:** The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax. Exemption certificates will be signed upon request. Sales Tax, if any, should be indicated as a separate item.
5. **BID REJECTION:** The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.
6. **BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any bid, which proposes like quality, design or performance, will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified-on the Request for Quotation.
7. **ERASURES:** Erasures, interlineations or other modifications must be initialed by the individual signing the Request for Quotation.
8. **UNIT PRICE:** In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
9. **PAYMENT:** The State will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) calendar days shall not be considered.
10. **PAYMENT DISCOUNT:** Payment discount periods will be computed from the date of receipt of materials or services or correct invoice, whichever is later, to the date the State's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
11. **ARIZONA PROCUREMENT CODE:** The Arizona Procurement Code (A.R.S. Title 41, Chapter 23) and its Rules and Regulations (A.C.R.R. Title 2, Chapter 7), are made a part of this document as if fully set forth herein. Note: A.R.S. Title 41, Chapter 23 is available at most public libraries; A.C.R.R. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the Arizona State Purchasing Office.

**SPECIAL TERMS AND CONDITIONS**SOLICITATION NO.: E04-009

**ARIZONA DEPARTMENT
OF ECONOMIC SECURITY**
Office of Facilities Management, 810Z-8
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Phoenix, AZ 85007
Phone: (602) 542-3219

OFFSHORE PERFORMANCE OF WORK IS PROHIBITED: Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

PURPOSE: Pursuant to the provisions of the Arizona Procurement Code, §ARS 41-2501 et seq., the State of Arizona, Department of Economic Security intends to establish a contract for the material or services listed herein in this solicitation.

CONTRACT TYPE (ONE TIME PURCHASE): Planned obligation.

BRAND NAMES: Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any vendor but is only enumerated in order to advise potential offerors of the requirements of the State. Any offer, which proposes like quality, design or performance, will be considered.

COMPLETION TIME (10 DAYS) This project shall be completed within ten (10) calendar days from the date established in the Notice to Proceed.

CONTRACTOR RESPONSIBILITY The Contractor shall protect his equipment from damage and shall protect State property from damage or loss arising in connection with this contract and shall be liable for any damage, injury or loss caused by his operations or those of his employees.

CURRENT PRODUCTS All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing proposed; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

EVALUATION (RFQFOD) In accordance with the Arizona Procurement Code R2-7-336 regarding procurements not to exceed an aggregate amount of thirty-five thousand dollars (\$35,000), award shall be made to the lowest responsible and responsive offeror whose offer conforms in all material respects to the requirements and criteria set forth in the Request for Quotation (FOD).

FINAL INSPECTION The Contractor must call for a final inspection of the completed job to be made by an authorized representative of the State before submitting application for final payment.

INSURANCE The State requires a complete and valid Certificate of Insurance prior to the commencement of any service or activity specified in this solicitation. The State will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) must at that time submit an original copy of the attached Certificate of Insurance (SPO FORM 221D) for coverages in the minimum amounts stated. The coverages shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.

BONDS (None)

SMALL BUSINESS: This purchase is restricted to small businesses. A small business is one that, including its affiliates, is independently owned/operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full-time employees or which had gross receipts of less than \$4 million dollars in its last fiscal year. By submitting a quote in response to this solicitation, an offerer certifies that it is a small business as defined.

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INSURANCE (AUTOMOBILE)

Commercial automobile liability coverage with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) for all owned, leased, hired and non-owned vehicles.

INSURANCE (WORKER'S COMPENSATION)

Worker's compensation meeting all Federal and State statutory requirements and employer's liability insurance with a minimum limit of one hundred thousand dollars (\$100,000.00).

INSURANCE (INSTALLATION FLOATER)

Installation floater insurance meeting all State statutory requirements (Amount of contract).

LICENSES

The Contractor shall provide copies of all licenses necessary for the contracted service(s) within ten (10) days after notification by the Buyer and prior to contract execution to DES Office of Facilities Management, 1789 W. Jefferson, 4th Floor South, AZ 85009.

LIEN WAIVER

Before final payment can be made, the Contractor shall deliver to the owner, a Lien Waiver in duplicate from each of its subcontractors, if any.

PAYMENT INDEMNIFICATION

The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees and will indemnify and save the Department harmless from all claims whatsoever growing out of the demands of employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance of the contract. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged, or waived.

PRE-BID CONFERENCE/SITE VISITATION

Prospective offerors are encouraged to conduct a site visit to familiarize themselves with the conditions of the job and bid accordingly. Any doubt as to the requirements of this Request for Quotation or any apparent omission or discrepancy should be presented to the State prior to bid and not after bid award. The State will then determine the appropriate action necessary, if any, and issue a written amendment to the Request for Quotation. Oral statements or instructions shall not constitute an amendment to this Request for Quotation.

PRICE REDUCTION

A price reduction adjustment may be offered at any time during the term of the contract and shall become effective upon notice.

REMOVAL OF CONTRACTOR'S EMPLOYEES

The contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The Department may require that the contractor remove from the job by this contract employees who endanger person or property or whose continued employment under this contract is inconsistent with the interests of the Department.

WARRANTY (ON SITE)

All equipment shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance by the State. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the contractor (including parts and labor) without cost to the State.

**SPECIFICATIONS**SOLICITATION NO: E04-009

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SCOPE OF WORK

ADES VISION: Every child, adult and family in the State of Arizona will be safe and economically secure.

ADES MISSION: The Arizona Department of Economic Security promotes the safety, well-being, and self-sufficiency of children, adults and families.

The contractor shall provide all equipment, labor and material to perform the following:

1. Replace the following 8 Trane 208-3 phase Gas Packs: 3-4 ton, Model #BYC048B315FC, 2-3 ton, Model #BYC036B312FC, 2-10 ton, Model #BYC120F330FO, & 1-5 ton, Model #BYC060D316HO with Goodman, Trane, Carrier, Rheem, or equal quality unit. This includes all associated ductwork, roof stands, wiring, and piping modifications to bring the installation up to all current Building Code requirements.
2. New units must be a minimum 10 SEER.
3. Contractor is to install any and all associated equipment such as thermostats, smoke detectors, unit disconnects, gas lines, condensate lines, water lines, refrigerant lines, electrical conduit etc.
4. If contractor chooses to use an alternate manufacturer he shall submit the specifications with his bid. The contractor shall also be responsible for all modifications to install said equipment.

DRAWINGS

Drawings shall consist of the following:

1. None

ADDENDUM

None

GENERAL NOTES

- a. The Contractor shall be responsible for the protection of the owner's equipment against damage arising from this work.
- b. All work shall be done during regular office hours unless prior arrangements are made.
- c. This office is open 7:00 AM to 5:00 PM Monday thru Friday. The work must be completed so as not to interrupt this schedule.

